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R. O. Draft 12/12-2003
R. O. Draft 11/06-2003
Irrigation and/or M&I
Contract No.
14-06-200-8292A-IR8

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

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INTERIM RENEWAL CONTRACT BETWEEN THE UNITED STATES,
THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA,
AND
COUNTY OF FRESNO
PROVIDING FOR PROJECT WATER SERVICE

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THIS CONTRACT, made this 27th day of May, 2004, in

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pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory or

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supplementary thereto, including, but not limited to, the acts of August 26, 1937 (50 Stat. 844), as

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amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, July 2,

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1956 (70 Stat. 483), June 21, 1963 (77 Stat. 68), October 12, 1982 (96 Stat. 1263), as amended and

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Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), all collectively hereinafter referred to

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as Federal Reclamation law, between THE UNITED STATES OF AMERICA, hereinafter referred

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to as the United States, THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF

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CALIFORNIA, hereinafter referred to as DWR, and COUNTY OF FRESNO, hereinafter referred

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to as the Contractor, a public agency of the State of California, duly organized, existing, and acting

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pursuant to the laws thereof, with its principal place of business in Fresno, California;

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WITNESSETH, That:

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EXPLANATORY RECITALS

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WHEREAS, the United States, DWR, and the Contractor entered into an interim

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renewal contract identified as Contract No. 14-06-200-8292A-IR5, hereinafter referred to as the

31 Interim Renewal Contract, which provided for the continued water service to the Contractor
32 following expiration of Contract No. 14-06-200-8292A; and

33 WHEREAS, the United States, DWR, and the Contractor have entered into
34 successive renewals of the Interim Renewal Contract, the most recent of which is Contract No. 14-
35 06-200-8292A-IR7, hereinafter referred to as the Existing Interim Renewal Contract from March 1,
36 2003, through February 29, 2004; and

37 WHEREAS, the United States, DWR, and the Contractor have made significant
38 progress in their negotiations of a long-term renewal contract, believe that further negotiations on
39 the long-term renewal contract would be beneficial, and mutually commit to continue to negotiate
40 to seek to reach agreement, but anticipate that the environmental documentation necessary for
41 execution of any long-term renewal contract will be delayed at least an additional 7 months, and
42 may be delayed further for reasons beyond the control of the parties; and

43 WHEREAS, the Contractor has requested a subsequent interim renewal contract
44 pursuant to Subdivision (b)(1) of Article 2 of the Interim Renewal Contract and Article 1 of the
45 Existing Interim Renewal Contract; and

46 WHEREAS, the United States has determined that the Contractor has to date
47 fulfilled all of its obligations under the Existing Interim Renewal Contract; and

48 WHEREAS, the United States is willing to renew the Existing Interim Renewal
49 Contract pursuant to the terms and conditions set forth below;

50 NOW, THEREFORE, in consideration of the mutual and dependent covenants
51 herein contained, it is hereby mutually agreed by the parties hereto as follows:

52 INCORPORATION AND REVISION OF EXISTING INTERIM RENEWAL CONTRACT

53 1. The terms and conditions of the Existing Interim Renewal Contract are hereby
54 incorporated by reference into this Contract with the same force and effect as if they were included
55 in full text with the exception of Article 1 thereof, which is revised as follows:

56 (a) The first sentence in Subdivision (a) of Article 1 of the Existing Interim
57 Renewal Contract is modified as follows: "This interim renewal contract shall be effective from
58 March 1, 2004, and shall remain in effect through February 28, 2005, and thereafter will be renewed
59 as described in Subdivision (a) of Article 2 of the Interim Renewal Contract."

60 (b) Subdivision (b) of Article 1 of the Existing Interim Renewal Contract is
61 amended by deleting the date "February 15, 2004," and replacing same with the date
62 "February 15, 2005."

63 (c) Subdivision (c) of Article 1 of the Existing Interim Renewal Contract is
64 amended by deleting the dates "February 1, 2004," "February 15, 2004," and "February 29, 2004,"
65 and replacing same with the dates "February 1, 2005," "February 15, 2005," and "February 28,
66 2005," respectively.

67 IN WITNESS WHEREOF, the parties hereto have executed this interim renewal
68 contract as of the day and year first above written.

69 APPROVED AS TO LEGAL
FORM AND SUFFICIENCY
70 /s/ James E. Turner
71 OFFICE OF REGIONAL SOLICITOR
72 DEPARTMENT OF THE INTERIOR

THE UNITED STATES OF AMERICA
By: /s/ John F. Davis
For Regional Director, Mid-Pacific Region
Bureau of Reclamation

73 Approved as to Legal Form and
74 Sufficiency:

THE DEPARTMENT OF WATER RESOURCES
OF THE STATE OF CALIFORNIA

75 /s/ David B. Anderson
76 for Chief Counsel
77 Department of Water Resources

By: /s/ Stephen Barile
for Director
Department of Water Resources

78 (SEAL)

COUNTY OF FRESNO

79 By: /s/ Susan B. Anderson
80 Chairman, Board of Supervisors

81 Attest:

82 /s/ Patty Schalk
83 Clerk, Board of Supervisors
84

By: /s/ Andrew E. Richter
Director, Planning and Resources
Management Department

85 Approved as to Accounting Form:

Approved as to Legal Form:

86 /s/ Bill Casarez
87 Auditor-Controller/Treasurer/
88 Tax Collector

By: /s/ Susan F. Coberly, Deputy
County Counsel

89 BUDGET UNIT NO. 4360/0300

ACCOUNT NO. 7010